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PARAMUS, NEW JERSEY 07652

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December 18, 2002

VIA FEDERAL EXPRESS

Mr. Seth Ausubel
Remedial Project Manager
United States Environmental Protection Agency
Region II
Emergency and Remedial Response Division
290 Broadway, 19th Floor
New York, New York 10007-1866

Re: New York Mutual Trading, Inc.
Request for Information

Dear Mr. Ausubel:

Enclosed herewith please find responses to Request for Information recently received from Janet Conetta of the United States Environmental Protection Agency, together with completed chart pursuant to question 17 and Certification of Answers.

Also enclosed please find copies of the following documents:

1. Lease from 165 Chubb Avenue Associates, Inc., landlord, to New York Mutual Trading, Inc., tenant, dated September 16, 1981.
2. License Agreement dated January 25, 1982.
3. First Amendment to the above lease dated March 28, 1986.
4. Second Amendment to the above lease dated April 1, 1991.
5. Non-Disturbance and Attornment Agreement dated May 1987.

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DUNN LAMBERT LLC

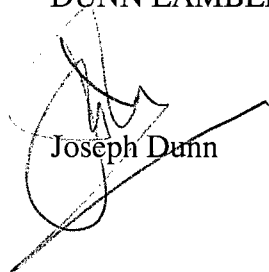
December 18, 2002

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Please advise if any further information is required.

Very truly yours,

DUNN LAMBERT, L.L.C.



Joseph Dunn

JD/bk
Encls.

cc: Clay Monroe, Esq., Assistant Regional Counsel
Ms. K. Ashikari, New York Mutual Trading, Inc.

REQUEST FOR INFORMATION

1.
 - a. New York Mutual Trading, Inc.
25 Knickerbocker Road
Moonachie, NJ 07074
 - b. Corporation; New Jersey
 - c. Mr. Noritoshi Kanai
Mutual Trading Co., Inc.
431 Crocker Street
Los Angeles, CA 90013
 - d. Wholly-owned subsidiary of Mutual Trading Co., Inc., 431 Crocker Street,
Los Angeles, CA 90013.
 - e. New Jersey; January 17, 1974; Service may be made on Registered Agent:
Joseph Dunn, Esq., Dunn Lambert, L.L.C., The Atrium, East 80 Route 4,
Paramus, New Jersey 07652
 - f. Not Applicable
2. 24,960 square feet, being 21.09% of total building area. Lot and Block unknown.
Street address was 165 Chubb Avenue, Lyndhurst, Bergen County, New Jersey.
3. Distributor of Asian food and beverage products and restaurant ware.
4. Premises leased from February 1, 1982 to January 31, 1997. Copy of lease enclosed.
Believe premises may now be owned by Belle Mead Management Co., Inc., 1275
Valley Brook Road, Lyndhurst, NJ 07071.
5. Warehouse and office; other tenants located at site—business unknown. Site was
unoccupied at time of possession. No knowledge of business of prior tenant.
6. See answers to 1(d) and (e) above; subsidiary created by parent.
7.
 - a. See answer to 3 above.
 - b. See answer to 3 above (but no products manufactured at site).
 - c. None.
 - d. None.
8. Yes, on January 31, 1997; larger space required.

9. No.
10. None.
11. None (trucks parked at site from time to time. Parking area was blacktop).
12. Not Applicable.
13. Generic industrial waste, i.e., paper, glass disposed of to scavengers. Names not available in current files.
14. Not Applicable.
15. Not Applicable.
16. None.
17. See form attached.
18. None.
19. None.
20. Not Applicable.
21. Dunn Lambert, L.L.C.
The Atrium
East 80 Route 4
Paramus, NJ 07652
Attn: Joseph Dunn, Esq.
22. Lease with 165 Chubb Avenue Associates dated September 16, 1981, and amendments.

Request for Information Regarding Chemical Releases to the Berry's Creek Study Area

* * *

Instructions: As instructed in Question 17, please complete this form by marking the appropriate spaces. Indicate whether each of the chemicals listed has ever been released from the Site to the Berry's Creek Study Area, including creeks, ditches, or other water bodies, or wetlands. Follow additional instructions below. Return the completed form along with your other responses to the Request for Information in the Matter of the Berry's Creek Study Area, Bergen County, New Jersey. N/A signifies no information available.

	Yes	No	N/A
acenaphthene		X	
acenaphthylene		X	
anthracene		X	
aluminum		X	
antimony		X	
arsenic		X	
benz(a)anthracene		X	
benzene		X	
benzo(a)pyrene		X	
benzo(b)fluoranthene		X	
benzo(g,h,i)perylene		X	
benzo(k)fluoranthene		X	
bis(2-ethylhexyl)phthalate		X	
butyl benzyl phthalate		X	
cadmium		X	
chlorinated dibenzo-p-dioxins (if "yes", please list specific dioxin compounds on a separate sheet)		X	
chlorinated dibenzofurans (if "yes", please list specific compounds on a separate sheet)		X	
chlorobenzene		X	
chloroform		X	
chromium		X	
chrysene		X	
copper		X	
cyanide		X	
dibenz(a,h)anthracene		X	
dichlorobenzene		X	
1,2-dichloroethene		X	
di-n-butyl phthalate		X	
1,2-dichlorobenzene		X	
1,2-dichloroethane		X	
dieldrin		X	
di-n-octyl phthalate		X	
ethylbenzene		X	
fluoranthene		X	

	Yes	No	N/A
fluorene		X	
hexachlorobenzene		X	
indeno(1,2,3-cd)pyrene		X	
lead		X	
manganese		X	
mercury		X	
methylene chloride		X	
methyl ethyl ketone		X	
methyl mercury		X	
2-methylnaphthalene		X	
naphthalene		X	
nickel		X	
pentachlorophenol		X	
petroleum hydrocarbons		X	
phenanthrene		X	
phenol		X	
polychlorinated biphenyls (if "yes" please list specific congeners and aroclors on a separate sheet)		X	
polycyclic aromatic hydrocarbons (if "yes", please list specific compounds on a separate sheet, if not listed on this page)		X	
pyrene		X	
selenium		X	
silver		X	
1,1,2,2-tetrachloroethane		X	
tetrachloroethylene		X	
thallium		X	
toluene		X	
1,2-trans dichloroethylene		X	
1,1,1-trichloroethane		X	
trichloroethylene		X	
vinyl chloride		X	
xylene		X	
zinc		X	

Kazuko Ashikari
Name of person completing form

New York Mutual Trading, Inc. 165 Chubb Avenue, Lyndhurst, NJ
Company Site (as defined in the "Instructions")

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of NEW JERSEY

County of BERGEN:

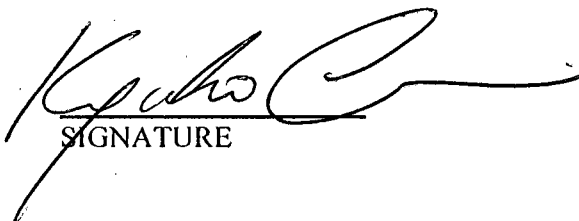
I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that my company is under a continuing obligation to supplement its response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or the company's response thereto should become known or available to the company.

KAZUKO ASHIKARI

NAME (print or type)

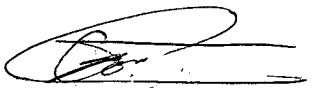
VICE PRESIDENT

TITLE (print or type)


SIGNATURE

Sworn to before me this

day of Dec 11, 2002



Notary Public

SUI W. IKEHATA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/4/2006

NDA

Prepared by:

Melody Sawyer Richardson

NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT

This NON-DISTURBANCE and ATTORNMENMENT AGREEMENT is made on May __, 1987 by and between Manufacturers Hanover Trust Company as Trustee for the Retirement Program Plan for Employees of Union Carbide Corporation and Participating Subsidiary Companies, with offices at 530 Fifth Avenue, New York, New York 10036 (the "MORTGAGEE"), and New York Mutual Trading, Inc., a New Jersey corporation, with offices at 165 Chubb Avenue, Lyndhurst, New Jersey 07071 (the "TENANT").

Recitals

A. MORTGAGEE is the holder of that certain mortgage (the "Mortgage"), dated _____ and recorded on _____ in Mortgage Book _____, Page _____ in the office of the Clerk of Bergen County, relating to the premises known as 165 Chubb Avenue, Lyndhurst, New Jersey and more particularly described on Exhibit A attached hereto (the "Premises"); and

B. TENANT has entered into that certain lease agreement dated September 16, 1981, as amended, (the "Lease") for 24,960 square feet of space (the "Leased Premises") with 165 Chubb Ave. Associates, a New Jersey general partnership ("LANDLORD"); and

C. The Lease provides that it shall be subordinate to any mortgage on the Premises; and

D. TENANT desires certain assurances that its possession of the Leased Premises shall not be disturbed, and MORTGAGEE is willing to grant certain assurances upon the terms and conditions hereinafter set forth.

Agreement

In consideration of the mutual covenants contained herein, contained and intending to be legally bound hereby, the parties agree as follows:

A. The Lease shall be subordinate to any mortgage on the Premises;

B. In the event of a default under the Mortgage, or should it become necessary to foreclose the Mortgage, the MORTGAGEE shall not join the TENANT in any foreclosure proceedings, nor shall TENANT's leasehold estate under the Lease be disturbed or terminated, so long as TENANT is not in default under any of the terms, covenants and conditions of the Lease.

C. In the event that the holder of such Mortgage or any of its successors or assigns, shall hereafter succeed to the interest of the Landlord under the Lease, the MORTGAGEE agrees to be bound to the TENANT under all of the terms, covenants and conditions of the Lease, and the TENANT agrees that from and after such event it shall attorn to and recognize such successor as TENANT's Landlord under the Lease. Upon such attornment:

(1) The Lease shall continue in full force and effect as a Lease directly between such successor landlord and the TENANT hereunder, upon and subject to all of the terms, covenants and conditions thereunder. All rights and obligations under the Lease shall continue as though the interest of landlord had not been terminated;

(2) TENANT shall have all of the remedies provided in the Lease against the MORTGAGEE for the breach of any agreement contained in the Lease that TENANT might have had under the Lease against the Landlord thereunder, as if the MORTGAGEE had not succeeded to the interest of the Landlord; except that MORTGAGEE shall not be:

- i. liable for any act or omission of any prior landlord (including the Landlord); or
- ii. subject to any offsets or defenses which TENANT might have against any prior landlord (including the Landlord); or
- iii. bound by any rent or additional rent which TENANT might have paid for more than or in advance of the current month to any prior landlord (including the Landlord); or
- iv. liable to TENANT for the return of any security deposit made hereunder, unless the MORTGAGEE shall have actually received the same and shall be entitled to retain and apply the same pursuant to the terms of the Lease; or

- v. bound by any amendment or modification of the Lease made without its consent; and

(3) The provisions of the Mortgage shall govern with respect to the disposition of proceeds of insurance or condemnation or eminent domain awards.

D. The foregoing provisions shall be self operative; however, TENANT agrees to execute and deliver to MORTGAGEE any instrument that may be necessary to evidence such attornment within ten (10) days after the MORTGAGEE shall give notice and demand to TENANT requesting the execution and delivery of such instrument, accompanied by a draft of the proposed instrument. Should TENANT fail or refuse to do so, TENANT hereby irrevocably appoints MORTGAGEE its attorney-in-fact to execute such instrument on behalf of TENANT.

E. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ATTEST:

MORTGAGEE:

MANUFACTURERS HANOVER TRUST
COMPANY AS TRUSTEE FOR THE
RETIREMENT PROGRAM PLAN FOR
EMPLOYEES OF UNION CARBIDE
CORPORATION AND PARTICIPATING
SUBSIDIARY COMPANIES

By: _____ [Seal]
Name:
Title:

By: _____
Name:
Title:

ATTEST:

TENANT:

NEW YORK MUTUAL TRADING, INC..

By: *James P. Bolton* [Seal]
Name:
Title:

By: *Kiyotaka Shimizu*
Name: KIYOTAKA SHIMIZU
Title: General Mgr.

The terms of the aforementioned Agreement are hereby consented and agreed to:

ATTEST:

LANDLORD:

165 CHUBB AVE. ASSOCIATES
By: 165 Management Corp.,
Managing General Partner

By: _____ [Seal]
Name:
Title:

By: _____
Name:
Title:

STATE OF NEW JERSEY)
) ss:
COUNTY OF BERGEN)

BE IT REMEMBERED, that on this 26th day of May, 1987, before me the subscriber, personally appeared Kiyotaka Shimizu who, I am satisfied, is the person who signed the within instrument as General Manager of New York Mutual Trading, Inc., the corporation named therein and he thereupon acknowledged that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.



LINDA A. BOLTEN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 25, 1992